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Contract dated 1st Jan. 1852 between the Lords Commissioners of the Admiralty and Messrs. Samuel Cunard, George Burns, and Charles Mac Iver (the Contractors).

ARTICLES OF AGREEMENT made this 1st day of January in the year of our Lord 1852 between the Commissioners for executing the Office of Lord High Admiral of the United Kingdom of Great Britain and Ireland (for and on behalf of Her Majesty) of the one part and Samuel Cunard of Halifax in Nova Scotia Merchant George Burns of Glasgow in that part of Great Britain called Scotland Merchant and Charles McIver of Liverpool in the County Palatine of Lancaster Merchant hereinafter designated "The Contractors" of the other part

Reciting the pre-existing Contract between the parties of the 1st of April 1850, for the conveyance of Her Majesty's Mails between England and North America,

Whereas by Articles of Agreement bearing date on or about the 1st day of April 1850 between the Commissioners for executing the Office of Lord High Admiral of the one part and the said Samuel Cunard and George Burns and Charles McIver of the other part for the conveyance of Her Majesty's Mails between England and North America the said Samuel Cunard George Burns and Charles McIver did covenant and agree with the said Commissioners that they would convey the said Mails weekly during eight months in each year and once a fortnight during the remaining four months in each year to and from the Places and Ports of embarkation therein prescribed

and the expediency of further and additional arrangements in regard thereto, as follow, viz.

And whereas it has been considered expedient by and between the Parties hereto to enter into further arrangements for conveying the said Mails between the said United Kingdom and North America under the conditions hereinafter contained in addition to those agreed upon by the hereinbefore recited Articles of Agreement

For the conveyance by the Contractors of Her Majesty's Mails between England and North America by a sufficient number of Steam Vessels of not less than 400 horse-power each, made to carry guns of the largest calibre;

Now these Presents Witness that in consideration of the payment hereinafter stipulated to be made to the Contractors the Contractors do for themselves their Heirs Executors and Administrators and each and every of them for himself his Heirs Executors and Administrators doth hereby covenant promise and agree to and with the said Commissioners that they the Contractors their Executors and Administrators shall and will during the continuance of this Contract diligently faithfully and to the satisfaction of the said Commissioners for the time being and with all possible speed convey Her Majesty's Mails (in which designation all Despatches and Bags of Letters are agreed to be comprehended) which shall at any time or times and from time to time by the said Commissioners or Her Majesty's Postmaster-General or any of the officers or Agents of the said Commissioners or Postmaster-General be required to be conveyed between England and North America as hereinafter-mentioned by means of a sufficient number of good substantial and efficient Steam Vessels each of such Vessels being supplied and furnished with Engines of not less than Four Hundred Horse Power

to be kept at their own expense thoroughly equipped;

That the Contractors their Executors or Administrators shall and will at all times at their own cost provide and keep sea-worthy and in complete repair from the day of the date hereof and during the continuance of this Contract a sufficient number of good substantial and efficient Steam Vessels of not less than Four Hundred Horse Power each and of such construction and strength as to be fit and able to carry guns of the largest calibre now used on board Her Majesty's Steam Vessels of War and at the like cost adequately provide and furnish all and every of the Vessels to be and while employed in the performance of this Contract with all necessary and proper tackle, stores, oil, tallow, fuel, provisions, machinery, engines, anchors, cables, two efficient boats, fire-pumps, and all other proper and requisite means for extinguishing fire, lightning conductors on Snow Harris's principle, charts, chronometers, proper nautical instruments, and all other furniture



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and apparel and whatsoever else may be requisite and necessary for equipping the said Vessels and rendering them constantly efficient for the said Service

manned with competent Officers (qualified pursuant to 13 and 14 Vic. cap. 93) Surgeon, Engineers, and Crew, to the approval of the Commissioners or their Agents.

And that each and every of the said Vessels shall also at the like cost be manned with competent Officers with appropriate Certificates granted pursuant to the Act 13 and 14 Vic. Cap. 93. or to the Act or Acts in force for the time being relative to the granting Certificates to Officers in the Merchant Service and also with a competent Surgeon and Engineers and a sufficient Crew of able Seamen and other Men to be in all respects as to Vessels Engines Equipments and Crew subject at all times and from time to time to the approval of the said Commissioners or such other person or persons as they shall from time to time appoint for that purpose and the Surgeons to be also subject to the approval of the Director-General of the Medical Department of the Navy

One of such Vessels to proceed with the Mails from Liverpool to Halifax and Boston, and another from Liverpool to New York, either direct or (at the option of the Commissioners or the Postmaster-General) by way of Halifax, on every alternate Saturday in December, January, February, and March, at hours to be fixed by the Commissioners; and one of such Vessels to proceed with the Mails from Boston to Halifax and Liverpool; and another from New York direct, or by way of Halifax to Liverpool, on every alternate Wednesday in January, February, March, and April; such Saturdays and Wednesdays being also alternate with the corresponding days of departure under the pre-existing Contract.

And that from and after the date of this Contract one of such Vessels so equipped and manned and with Her Majesty's Mails on board shall on every alternate Saturday during each and every of the four following months in every year namely December January February and March at such hour as the said Commissioners shall at any time or from time to time appoint proceed from Liverpool aforesaid without loss of time direct to Halifax aforesaid and thence direct to Boston in the United States of America And one of such Vessels shall also on every alternate Wednesday during each and every of the four following months in every year namely January February March and April at such hour as the said Commissioners shall at any time or from time to time appoint proceed without loss of time direct from Boston to Halifax and thence without loss of time direct to Liverpool aforesaid with her Majesty's Mails on board

That from and after the date of this contract one other of such Vessels so equipped and manned with Her Majesty's Mails on board shall on every Saturday alternate with the Saturday on which the Vessel is to leave Liverpool for Halifax and Boston in the performance of this Contract during each and every of the four following months in every year namely December January February and March at such hour as the said Commissioners shall appoint proceed from Liverpool aforesaid without loss of time to New York in the said United States either direct or by way of Halifax as the said Commissioners or Postmaster General shall at any time or from time to time determine And another of such Vessels with Her Majesty's Mails on board shall also on every other alternate Wednesday during each and every of the four following months in every year namely January February March and April at such hour as the said Commissioners shall at any time or from time to time appoint proceed direct from New York aforesaid or (if so required at any time or from time to time by the said Commissioners) from New York by way of Halifax to Liverpool aforesaid so that the periods of departure of the Vessels from Liverpool to Halifax and Boston and from Liverpool to New York shall be at equal intervals and not on the same Saturday

That the departures of the Vessels under this contract from Liverpool and Boston and New York respectively on the Saturdays and Wednesdays herein-mentioned shall take place on the Saturdays and Wednesdays alternate with the Saturdays and Wednesdays on which Vessels are to depart from these Ports respectively under the hereinbefore-mentioned Contract between the Parties hereto bearing date on or about the 1st day of April 1850

The Vessels to call at Holyhead if required.

That each of the said Vessels proceeding from or returning to Liverpool shall call and receive and deliver Mails at Holyhead in the Irish Channel if required by the said Commissioners in writing under the hand of the Secretary of the Admiralty

That the said Commissioners for the time being shall be at liberty and have

The Commissioners being at liberty to substitute any other Port of Great Britain or Ireland for Liverpool, and to alter the days of departure, and (as also their Agents) to delay departures for 24 hours.

full power from time to time to substitute for Liverpool as the Port of embarkation and disembarkation of the Mails any other Port in the United Kingdom of Great Britain or Ireland without making any compensation to the Contractors and also to alter the Day and Hour for the said Vessels leaving all and every or any of the said places from whence the said Mails are to be conveyed on giving Three Months' notice in writing under their hands or the hand of their Secretary to the Contractors their Executors or Administrators. It being nevertheless expressly understood that the said Commissioners or any of their Officers or Agents shall be at liberty and have full power at any time during the continuance of this Contract to direct that any one or more of such Vessels so conveying Her Majesty's Mails from any of the said Ports or places shall delay her or their departure for any period not exceeding Twenty-four Hours beyond the period which may have been previously fixed for the departure of such Vessel or Vessels and a letter addressed to the Commander of the Vessel so to be delayed shall be a sufficient authority for such detention

The Mails may be landed at Bristol, Falmouth, Plymouth, Southampton, Dover, or Deal, if they cannot be landed at Liverpool.

That if at any time from stress of weather or other unavoidable circumstances the Vessel conveying the said Mails from Halifax to New York aforesaid shall not in the opinion of the Naval Officer or other person duly authorized by the said Commissioners to have the charge of the Mails on board be able to fetch the River Mersey at Liverpool aforesaid without considerable loss of time Then and in every such case Her Majesty's Mails with the Officer or person having the charge thereof shall be landed at any of the undermentioned places at the discretion of such Naval Officer or other person so authorized as aforesaid namely Bristol Falmouth Plymouth Southampton Portsmouth Dover or Deal

Each Contract Vessel to carry an Officer, appointed by the Commissioners, with his servant, as their Agent in charge of the Mails, and as their representative generally,

That the Contractors their Executors or Administrators shall receive and allow to remain on board all and each of the Vessels to be employed in the performance of this Contract while they are so employed and also while remaining at any of the said Ports or places for return Mails an Officer in Her Majesty's Navy or any other person to be appointed by the said Commissioners and also a Servant of the said Officer or other person as aforesaid if required and that every such Officer or other person shall be recognised and considered by the Contractors their Executors and Administrators and their Officers Agents and Seamen as the Agent of the said Commissioners in charge of Her Majesty's Mails and as having full authority in all cases to require a due and strict execution of the Conditions of this Contract on the part of the Contractors their Executors and Administrators their Officers Servants and Agents and to determine every question whenever arising relative to proceeding to Sea or putting into Harbour or to the necessity of stopping to assist any Vessel in distress or to save human life and that the decision of such Officer or other person as aforesaid shall in each and every of such cases be final and binding on the Contractors their Executors and Administrators unless the said Commissioners on appeal from the Contractors their Executors or Administrators shall think proper to decide otherwise

by whom all discretionary questions are to be decided, subject to appeal to the Commissioners,

and who is to be provided with a first-rate Cabin, place of deposit for the Mails, and chief-cabin fare, free of charge, and his servant to be provided with a proper berth, and victualled, also free of charge.

That a suitable First-rate Cabin with appropriate bed bedding and furniture shall at the cost of the Contractors their Executors and Administrators be provided and appropriated by the Contractors for and to the exclusive use and for the sole accommodation of each and every of such Naval Officers or other persons authorized as aforesaid and also a proper and convenient place of deposit on board under lock and key for Her Majesty's Mails and that each and every of the said Officers or other persons as aforesaid shall be victualled by the Contractors their Executors and Administrators as a Chief Cabin passenger is to be victualled without any charge being made either for his passage or victualling and that should all or any of such Officers or other persons require a Servant such Servant shall be also provided with a proper and suitable berth and be victualled by and at the cost of the Contractors their Executors and Administrators without any charge being made for the same

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But if the Commissioners require it, the Commanders of the Vessels are to take charge of the Mails.

And that if the said Commissioners shall at any time during the continuance of this Contract think fit to entrust the charge and custody of Her Majesty's Mails to the Commander or Commanders of all or any of the Vessels to be employed in the performance of this Contract that such Commander or Commanders shall take due care thereof and shall make the usual Declarations required or which may hereafter from time to time or at any time be required by Her Majesty's Postmaster-General in such or similar cases and such Commander or Commanders having the charge of such Mails shall immediately on the arrival at any of the said Ports and places of any Vessel so conveying the said Mails himself deliver Her Majesty's Mails into the hands of the Postmaster of the Port or place where such Mails are to be delivered or into the hands of such other person as the said Commissioners shall direct and authorize to receive the same.

Boats to be provided by the Contractors for landing the Mails and Officers in charge.

That at each and every of the said Ports or places where any of the said Vessels are to proceed the said Naval Officer or such other person having or authorized to have the charge of the said Mails shall whenever and as often as deemed by him practicable or necessary be conveyed on shore and also from the shore to the Steam Vessel employed for the time being in the performance of this Contract together with or (if the duty of such Officer or person renders it necessary) without Her Majesty's Mails in a suitable boat of not less than four oars to be provided and properly manned and equipped by the Contractors and that the directions of the said Naval Officer or of such other person having or authorized to have the charge of the said Mails shall in all cases be obeyed as to the mode of receipt and delivery of the said Mails

The Contractors to pay a penalty of £100 for every case of delay or deviation not sanctioned by the Officer in charge;

and further penalties of £500 for the first, and £500 for every succeeding twelve hours' delay in starting from Liverpool.

That if any Vessel having Her Majesty's Mails on board shall stop linger or deviate from the direct course on her voyage or shall delay starting at exact time or shall put back into Port after starting without the sanction in each and every case of such Officer or other person authorized to have the charge of the said Mails as aforesaid or when so sanctioned to put back into Port shall not again start and proceed direct in performance of the service hereby contracted for when and so soon as required by the said Officer or other person authorized to have the charge of the said Mails then and in each and every of such cases and as often as the same shall happen the Contractors their Executors and Administrators shall and will pay unto Her Majesty Her Heirs and Successors the sum of £100 And that if a Vessel which ought to leave Liverpool for Halifax Boston or New York in the performance of this Contract shall not proceed on her voyage for Twelve Hours after the proper and appointed time the Contractors their Executors and Administrators shall and will so often as any such omission shall happen pay unto Her Majesty Her Heirs and Successors the sum of £500 and also the further sum of £500 for every successive period of Twelve Hours which shall elapse until such Vessel shall proceed on her voyage in the performance of this Contract

All modern improvements to be supplied to the Vessels.

That the Contractors their Executors and Administrators shall and will from time to time and at all times during the continuance of this Contract make such alterations or improvements in the Construction Equipments or Machinery of each and every of the said Vessels which shall be used by them in the performance of this Contract as the advanced state of science may suggest and the said Commissioners may direct

The Officers in charge of the Mails to have power to survey the Vessels on notice to the Commanders.

That any Naval Officer or other person authorized to have the charge of Her Majesty's Mails shall either alone or with such other persons as he may consider necessary have full power and authority whenever and as often as he may deem it requisite to examine and survey in such manner as he may think proper all and every or any of the Vessels employed or to be employed in the performance of this Contract and the Hulls and Machinery and Equipments thereof on his giving notice in writing to the Commander for the time being of the Vessel about to be examined of such his intention and if any defect or deficiency be

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and all defects to be made good by the Contractors under a penalty of £100 for each default.

ascertained and notice thereof in writing be given to the Master or Commander of the Vessel in which such deficiency or defect may be found and if the said Master or Commander shall not immediately or as soon as possible thereupon remedy replace or effectively repair the same they the Contractors their Executors or Administrators shall in every such case pay to Her Majesty Her Heirs and Successors the sum of £100 but the payment of such penalty shall not in anywise release or discharge the Contractors their Executors or Administrators from remedying replacing or effectively repairing such deficiency or defect

And the Commissioners may also have the Vessels surveyed by any other of their Agents; and any Vessel declared, by such Agents, to be unseaworthy, or to require alteration or improvement, to be disqualified for further service until repaired or altered.

And the said Commissioners shall also have full power and be at liberty whenever and as often as they may deem it requisite to survey by any other of their Officers or Agents all and every the Vessels employed and to be employed in the performance of this Contract and of the hulls thereof and of the engines machinery furniture tackle apparel stores and equipments of every such Vessel and if any such Vessel or any part thereof or any engines machinery furniture tackle apparel boats stores or equipments shall on any such survey be declared by any of such Officers or Agents unseaworthy or not adapted to the service of this Contract or if such Officers or Agents shall deem it necessary or expedient that any alteration or improvement shall be made therein or any part thereof in order to keep pace with the more advanced state of science the Vessel which shall be disapproved of or in which such deficiency defect or want of improvement shall appear shall be deemed inefficient for any service hereby contracted to be performed and shall not be employed again in the conveyance of Her Majesty's Mails until such defect or deficiency shall have been repaired or supplied or the alterations or improvements as the case may be shall have been made to the satisfaction of the said Commissioners

The Contractors and their servants are to obey the orders of the Commissioners or their Agents as to the Mails.

That the Contractors and all Commanding and other Officers of the Vessels to be employed in the performance of this Contract and all Agents Seamen and Servants of the Contractors shall at all times during the continuance of this Contract punctually attend to the orders and directions of the said Commissioners or of any of their Officers or Agents as to the landing delivering and receiving Her Majesty's Mails

All penalties to be as stipulated damages, and deducted out of the Contract monies.

That all and every the sums of money hereby stipulated to be paid by the Contractors their Executors or Administrators unto Her Majesty Her Heirs and Successors shall be considered as stipulated or ascertained damages and should the same or any of them become payable and not be discharged forthwith on the application of the said Commissioners or their Agents each and every of such sums of money may be deducted and retained by the said Commissioners out of the Monies payable to the Contractors their Executors or Administrators under this Contract or the payment thereof enforced with full costs of suit at the discretion of the said Commissioners

Four Officers in Her Majesty's Military or Naval Service (exclusive of the Officer in charge), with their wives and families, to be taken (if required) in each Vessel as chief; four persons, with their wives and families, and the servants of both classes, as fore-cabin passengers, and 10 Seamen, &c., with their wives and families, as deck passengers.

That the Contractors shall and will when and as often as in writing they or the Masters of their respective Vessels shall be required so to do by the said Commissioners or by such Naval or other Officers or Agents acting under their authority (such writing to specify the rank or description of the person or persons to be conveyed and the accommodation to be provided for him or them) receive provide for victual and convey on board each and every or any of the Vessels to be employed in the performance of this Contract (in addition to the Naval Officer or other person authorized to have the charge of the said Mail) any Officers in the Navy Army or Civil Service of Her Majesty not exceeding four in any one Ship as Chief-Cabin Passengers with their Wives and Families and any persons not exceeding four in any one Ship as Fore-Cabin Passengers with their Wives and Families together with the Servants of both Chief and Fore-Cabin Passengers and any number of Seamen Marines Soldiers or Artificers not exceeding ten in any one Ship with their Wives and Families as Deck Passengers

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to be always provided with adequate protection from rain sun and bad weather and not exposed on deck without such competent shelter as long notice as practicable being given to the Contractors when accommodation shall be required for the Wives or Children of such Officers or other persons

Commissioned Officers, &c., as chief, Non-Commissioned, fore, and Seamen, &c., as deck passengers.

That Commissioned Officers their Wives and Families be considered as Chief-Cabin Passengers Non-commissioned Officers their Wives and Families as Fore-Cabin Passengers and Seamen Marines Private Soldiers Artificers and their Wives and Families as Deck Passengers and the said Servants (in respect of accommodation) as the Servants of Chief-Cabin Passengers

Allowance for their baggage.

That each Field Officer and every Naval Officer of equal or superior rank shall be allowed ninety cubic feet of space in measurement for baggage provided (except in the case of the Royal Engineers) such allowance shall not exceed 18 cwt. in weight and all other Officers in Her Majesty's Naval and Military Service and Officers in the Civil Service sixty cubic feet each and that (except in the case of the Royal Engineers) such allowance shall not exceed 12 cwt. in weight

That the Royal Engineers shall be allowed the same measurement but to extend in weight to 27 cwt. for Field Officers and 18 cwt. for every other Officer of the Royal Engineers

That Soldiers of the Royal Artillery and Sappers and Miners and their Wives shall be allowed six cubic feet each for Baggage and all married Officers when accompanied by their Wives or Families a further allowance not exceeding one half of that before mentioned according to their Rank and Corps

Guns, hammocks, and bedding for troops to be conveyed free of freight.

That for every Company of the Royal Artillery embarked there shall be conveyed free of all charge the proper proportion of light field-pieces if required and that any Hammocks and Bedding which may be sent out for the use of the Troops or other persons embarked shall be placed in charge of the Officer authorized to have charge of Her Majesty's Mails and be brought back to England if required free of any charge for freight

Victualling of the different classes of passengers.

That the Victualling of Officers their Wives and Families conveyed as Chief-Cabin Passengers shall be the same as is usually allowed by the Contractors to Chief-Cabin Passengers their Wives and Families the Victualling of Non-commissioned Officers their Wives and Families conveyed as Fore-Cabin Passengers shall be the same as is allowed to the Boatswain and Carpenter of the Contractors' Steam Ships and the victualling of Seamen Marines Soldiers and Artificers their Wives and Families conveyed as Deck Passengers shall be the same as is allowed to the Seamen of the Contractors' Steam Ships and the victualling of the Servants of Officers whether Chief or Fore-Cabin Passengers shall be the same as the Servants of other Chief and Fore-Cabin Passengers

Rates of passage-money to be paid for them.

That the passage money shall be paid in full of all charges for mess including a Pint of Port or good Foreign White Wine and one Bottle of Malt Liquor per day for each Officer conveyed as a Chief-Cabin Passenger and one Gill of Spirits for each Non-commissioned Officer Seaman Marine Soldier Artificer and Servant conveyed as a Fore-Cabin or a Deck Passenger at and after the rates mentioned in the following table

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TABLE OF RATES OF PASSAGE.

	ORIENT CABIN PASSENGERS				FORE CABIN PASSENGERS				DECK PASSENGERS			
	Officer.	Lady.	Children between 8 & 12 years.	Children between 3 & 8 years.	Man.	Woman.	Children between 8 & 12 years.	Children between 3 & 8 years.	Man.	Woman.	Children between 8 & 12 years.	Children between 3 & 8 years.
Liverpool to Halifax or Halifax to Liverpool . . .	£ 30 0	£ 25 0	each 12 10	each 6 5	£ 15 0	£ 15 0	each 7 10	each 3 15	£ 4 0	£ 4 0	each 2 0	each 1 0
Halifax to Boston or Halifax to New York or New York or Boston to Halifax	£ 4 0	£ 2 0	1 0	0 10	£ 3 0	£ 2 0	1 0	0 10	£ 2 0	£ 1 0	0 10	0 5
Liverpool to New York direct or by the way of Halifax or New York to Liverpool direct or by the way of Halifax	£ 34 0	£ 27 0	13 10	6 15	£ 18 0	£ 17 0	8 10	4 5	£ 6 0	£ 5 0	2 10	1 5

Mem. Children under 3 years of age to be carried free, and Male Servants to be charged one-half, and Female Servants two-thirds of the rates charged for their employers.

That the payment for the Passage ordered at the public expense for any person shall only be made on the production of the order for the passage and of a Certificate from the person in the following form viz.

"I hereby certify that on the _____ I embarked at _____
as a _____ Passenger on board the Mail Steam Packet _____ for passage
to _____ and landed at _____ on the _____

To this Certificate the following addition is to be made in every case of a Male Cabin Passenger viz.

"I further certify that the first Dinner Meal taken on board was on the _____
and the last Dinner Meal on the _____ Dated this _____ day of _____

And the correctness of the dates must be corroborated by the Master of the Packet adding underneath the Passenger's Signature

"The dates inserted in this Certificate are correct."
(Signature)

Master of the Packet.

Officers to pay for their wives and families at those rates.

That the Passage Money for the Families and Wives of Officers shall be paid to the Contractors by the Officers themselves at rates never exceeding those contained in the beforementioned Table

Provisions of 11 Geo. IV. cap. 20 not to be affected.

That the Passengers hereinbefore-mentioned or referred to are to be exclusive of any men to be sent home under the provisions of the Act 11 Geo. IV. c. 20 the rate of passage for whom is to be and to be paid for in accordance with the provisions of that Act

Accommodation to be provided for soldiers conveyed as extra deck passengers;

That whenever the Contractors shall convey any Soldiers as Deck Passengers other than those specially provided for by this Contract the Contractors shall provide them with adequate protection from rain sun and bad weather and they shall not be exposed on deck without such competent shelter

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and small packages
to be conveyed free;

That the Contractors their Executors or Administrators shall and will receive on board each and every of the said Vessels employed in the performance of this Contract any number of small packages containing Astronomical Instruments Charts Medicines Wearing Apparel or other articles and convey the same to and from and between all or any of the said Ports or places to or from which Her Majesty's Mails are to be conveyed in the performance of this Contract when and as often as directed by the said Commissioners or their Secretary for the time being or Agents duly authorized free from all costs and charges

and stores, not ex-
ceeding 5 tons at one
time, according to the
usual freight.

And also shall and will receive on board each and every of the said Vessels and convey to and from and between all or any of the same Ports or places any Naval or other stores not exceeding Five Tons in weight at any time at the usual rate of freight charged by the Contractors for private goods (but which shall never be more than after the rate of £5 per Ton) on receiving from the said Commissioners or their Secretary for the time being or any of their Officers or Agents two days' previous notice of its being their intention to have such stores so conveyed

The Contractors to be
paid for the whole
services contracted
for at the rate of
£28,340 per annum,
by quarterly pay-
ments.

And the said Commissioners in consideration of the premises and of the Contractors their Executors and Administrators and their Officers Servants and Agents at all times during the continuance of this Contract strictly and punctually performing the services hereinbefore contracted to be performed and the covenants and agreements hereby entered into by them the Contractors do for and on behalf of Her Majesty Her Heirs and Successors agree with the Contractors their Executors and Administrators that the said Commissioners on behalf of Her Majesty will pay or cause to be paid to the Contractors their Executors and Administrators by Bills at sight payable by H^{er} Majesty's Paymaster-General a sum after the rate of £28,340 per annum for the performance of the whole of the services hereby contracted to be performed by quarterly payments and with a proportionate part of that sum should this Contract terminate on any other day than a day of quarterly payment the first quarterly payment to become due on the first day of April 1852

The Contract to com-
mence on date and
continue till the 1st
of January 1862, and
thenceforward till
determined by one
or other of the parties
by a twelve months'
written notice;

And it is hereby agreed and declared that this Contract shall commence on the day of the date hereof and shall continue in force until the First Day of January 1862 and thenceforward until Twelve Calendar Months' Notice in writing shall be given by either of the said parties to the other of them that the same shall determine and at the expiration of such notice which may expire at any period of the year this Contract shall determine accordingly but not so as to prevent either of the said parties availing themselves of this Contract for recovering any sum of money or damages should there have been any breach of this Contract previously to the determination of the same

unless either party
determine it at an
earlier period by the
like notice: in which
case the Commission-
ers are to have the
option of purchasing
the contract Vessels
at a valuation by
arbitration.

Provided always nevertheless that this Contract may be determined at any period of the Year and at any time even before the said First Day of January 1862 upon a Twelve Calendar Months' Notice in writing being given by either of the said parties to the other of them that this Contract shall determine and at the expiration of any such notice this Contract shall also determine accordingly but not so as to prevent either of the said parties availing themselves of this Contract for recovering any sum of money or damages should there have been any breach of this Contract previously to the determination of the same and that the said Commissioners shall then have the option of purchasing from the Contractors their Executors and Administrators all or any of the Vessels employed in the performance of this Contract at the time of the determination thereof at such valuation as shall be put thereon by two Arbitrators one to be chosen by the said Commissioners and the other by the Contractors their Executors or Administrators or in case of the Arbitrators differing by an Umpire to be chosen by such two Arbitrators before they proceed with the reference it being expressly understood

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and agreed that the payment of such valuation shall not be made until the said Commissioners shall have obtained the money by means of a Parliamentary Grant or otherwise and that the joint and concurrent award of the said Arbitrators or the separate award of the said Umpire if and when the said Arbitrators cannot agree shall be binding and conclusive upon all parties

Submissions to such arbitrations to be made Rules of Court;

And it is agreed that any submission which may be made to Arbitration in pursuance of this Contract shall be made a rule of Her Majesty's Court of Exchequer pursuant to the Statute in that case made and provided and that any Witnesses examined upon any reference may be examined upon Oath

and the Contract is not to be disposed of by the Contractors; and if so disposed of, or otherwise broken, may be at once terminated by the Commissioners.

And it is hereby further agreed and provided that the Contractors their Executors or Administrators shall not assign underlet or otherwise dispose of this Contract or any part thereof and that in case of the same or any part thereof being assigned underlet or otherwise disposed of or of any breach of this Contract on the part of the Contractors their Executors or Administrators it shall be lawful for the Commissioners for executing the Office of Lord High Admiral for the time being (if they think fit and notwithstanding there may or may not have been any former breach of this Contract) by writing under their hands or under the hand of their Secretary for the time being to determine this Contract without any previous notice to the Contractors their Executors or Administrators or their Agents nor shall the Contractors their Executors or Administrators be entitled to any compensation in consequence of such determination but even if this Contract be so determined the payment of the sum of money hereinafter agreed to be made shall be enforced should the same be not duly paid by the Contractors

Notices to the Contractors to be served at last known residence of any one of them in England or Scotland, or upon their servants in charge of any of the Vessels.

And it is also agreed that the notices or directions which the Commissioners for executing the Office of Lord High Admiral or their Secretary Officers or other persons are hereby authorized and empowered to give to the Contractors their Executors or Administrators Officers Servants or Agents may at the option of the same Commissioners or their Secretary Officers Agents or other persons be either delivered to the Master or Commander or other Officer Agent or Servant of the Contractors their Executors or Administrators in the charge or management of any Vessel to be or while employed in the performance of this Contract or be left at the last known place of business or abode in England or Scotland either of the said Samuel Cunard or George Burns or Charles McIver their Executors or Administrators And any Notices or Directions so given or left shall be as binding on the said Samuel Cunard George Burns and Charles McIver their Executors or Administrators as if duly served upon or left with them

No Member of the House of Commons to have any share in the Contract.

And in pursuance of the directions contained in a certain Act of Parliament made and passed in the 22d year of the reign of King George the Third entitled "An Act for restraining any person concerned in any Contract Commission or Agreement made for the Public Service from being elected or sitting and voting as a Member of the House of Commons" it is hereby expressly declared and agreed and these Presents are upon this express condition and the Contractors do covenant for themselves their Heirs Executors and Administrators that no Member of the House of Commons shall be admitted to any share or part of this Contract or Agreement or to any benefit to arise therefrom.

General penalty of £6000 on the Contractors on breach or non-performance.

And lastly for the due and faithful performance of all and singular the Covenants Conditions Provisions Clauses Articles and Agreements hereinbefore contained which on the part and behalf of the Contractors their Heirs Executors and Administrators are or ought to be observed performed fulfilled or kept the said Samuel Cunard George Burns and Charles McIver do hereby bind themselves their Heirs Executors and Administrators and each of them doth hereby bind himself his Heirs Executors and Administrators unto our Sovereign Lady the

Queen in the sum of £6000 of lawful British Money to be paid to our said Lady the Queen her Heirs and Successors by way of stipulated or ascertained damages agreed upon between the said Commissioners for executing the said Office of Lord High Admiral and the said Samuel Cunard George Burns and Charles McIver (over and above any other sum or sums, if any, which may be payable) in case of the failure of the said Samuel Cunard George Burns and Charles McIver their Heirs Executors or Administrators in the due execution of this Contract or any part thereof

In Witness whereof the said Parties to these Presents have hereunto set their Hands and Seals the day and year first above written

ALEX^r. MILNE, (L. S.)
W. COWPER, (L. S.)
S. CUNARD, (L. S.)
G. BURNS, (L. S.)
CHA^s. MACIVER, (L. S.)

Signed Sealed and delivered by the said Commissioners and the said Samuel Cunard in the presence of

J^{no}. JAMES.

Signed Sealed and delivered by the said George Burns in the presence of

F. W. VANDERKISTE,
COLL^r. OF CUSTOMS, GLASGOW.

Signed Sealed and delivered by the said Charles McIver in the presence of

THOMAS BEVIS,
COM^r.